

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

ALEX VETRULLI

(b) County of Residence of First Listed Plaintiff Montgomery  
(EXCEPT IN U.S. PLAINTIFF CASES)(c) Attorneys (Firm Name, Address, and Telephone Number)  
SIDNEY L. GOLD, ESQUIRE/ SIDNEY L. GOLD & ASSOC., P.C.  
1835 MARKET ST., STE 515, PHILA., PA 19103  
TELEPHONE (215) 569-1999 sgold@discrimlaw.net**DEFENDANTS****JLE ENTERPRISES, LLC d/b/a MAIN STREET PIZZERIA & GRILLE**County of Residence of First Listed Defendant Montgomery

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- |  |   |
|--|---|
| <input type="checkbox"/> 1 U.S. Government Plaintiff | X 3 Federal Question<br>(U.S. Government Not a Party)                                 |
| <input type="checkbox"/> 2 U.S. Government Defendant | <input type="checkbox"/> 4 Diversity<br>(Indicate Citizenship of Parties in Item III) |

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)  
(For Diversity Cases Only)

Citizen of This State	X PTF	DEF	Incorporated or Principal Place of Business In This State	X PTF	DEF
Citizen of Another State	<input type="checkbox"/>	2	<input type="checkbox"/> Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	5
Citizen or Subject of a Foreign Country	<input type="checkbox"/>	3	<input type="checkbox"/> Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<b>PERSONAL INJURY</b>	<b>PERSONAL INJURY</b>	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 375 False Claims Act
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<b>PROPERTY RIGHTS</b>	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 385 Property Damage Product Liability	<b>LABOR</b>	<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 720 Labor/Mgmt. Relations	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 850 Securities/Commodities/ Exchange
<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 730 Other Personal Property	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 890 Other Statutory Actions
<input type="checkbox"/> 196 Franchise		<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 891 Agricultural Acts
		<input type="checkbox"/> 751 Family and Medical Leave Act	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 893 Environmental Matters
		<input type="checkbox"/> 790 Other Labor Litigation		<input type="checkbox"/> 895 Freedom of Information Act
		<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act		<input type="checkbox"/> 896 Arbitration
			<b>SOCIAL SECURITY</b>	<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
			<input type="checkbox"/> 861 HIA (1395ff)	
			<input type="checkbox"/> 862 Black Lung (923)	
			<input type="checkbox"/> 863 DIWC/DIWW (405(g))	
			<input type="checkbox"/> 864 SSID Title XVI	
			<input type="checkbox"/> 865 RSI (405(g))	
			<b>FEDERAL TAX SUITS</b>	<input type="checkbox"/> 950 Constitutionality of State Statutes
			<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	
			<input type="checkbox"/> 871 TRI—Third Party 26 USC 7609	
			<b>IMMIGRATION</b>	
			<input type="checkbox"/> 462 Naturalization Application	
			<input type="checkbox"/> 463 Habeas Corpus - Alien Detainee (Prisoner Petition)	
			<input type="checkbox"/> 465 Other Immigration Actions	

**V. ORIGIN**

(Place an "X" in One Box Only)

- |   |   |  |   |  |   |
|---|---|--|---|--|---|
| <input checked="" type="checkbox"/> 1 Original Proceeding | <input type="checkbox"/> 2 Removed from State Court | <input type="checkbox"/> 3 Remanded from Appellate Court | <input type="checkbox"/> 4 Reinstated or Reopened | <input type="checkbox"/> 5 Transferred from another district (specify) _____ | <input type="checkbox"/> 6 Multidistrict Litigation |
|---|---|--|---|--|---|

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

FLSA, 29 U.S.C. Section 201, et. Seq.

Brief description of cause:

Employment Matter

**VI. CAUSE OF ACTION**CHECK IF THIS IS A CLASS ACTION  
UNDER F.R.C.P. 23

DEMAND \$ 150,000 in excess

CHECK YES only if demanded in complaint:

**JURY DEMAND:**  Yes  No**VII. RELATED CASE(S)  
IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

November 19, 2015

/s/Sidney L. Gold, Esquire

X

**FOR OFFICE USE ONLY**

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: 3006 Saint Vincent Street, Norristown, PA 19403

Address of Defendant: 500 W. Germantown Pike, Suite 1055, Plymouth Meeting, PA 19462

Place of Accident, Incident or Transaction: 500 W. Germantown Pike, Suite 1055, Plymouth Meeting, PA 19462  
(Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?

(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a))

Yes  No **X**

Does this case involve multidistrict litigation possibilities?

Yes  No **X**

*RELATED CASE, IF ANY:*

Case Number: \_\_\_\_\_ Judge: \_\_\_\_\_ Date Terminated: \_\_\_\_\_

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?

Yes  No **X**

2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?

Yes  No **X**

3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?

Yes  No **X**

4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?

Yes  No **X**

**CIVIL: (Place  in ONE CATEGORY ONLY)**

A. *Federal Question Cases:*

1.  Indemnity Contract, Marine Contract, and All Other Contracts
2.  FELA
3.  Jones Act-Personal Injury
4.  Antitrust
5.  Patent
6.  Labor-Management Relations
7.  Civil Rights
8.  Habeas Corpus
9.  Securities Act(s) Cases
10.  Social Security Review Cases
11.  All other Federal Question Cases

(Please specify) FLSA, PMWA, PWPLC

B. *Diversity Jurisdiction Cases:*

1.  Insurance Contract and Other Contracts
2.  Airplane Personal Injury
3.  Assault, Defamation
4.  Marine Personal Injury
5.  Motor Vehicle Personal Injury
6.  Other Personal Injury (Please specify) \_\_\_\_\_
7.  Products Liability
8.  Products Liability — Asbestos
9.  All other Diversity Cases

(Please specify) \_\_\_\_\_

**Sidney L. Gold, Esquire**

**ARBITRATION CERTIFICATION**

(Check Appropriate Category)

I, \_\_\_\_\_, counsel of record do hereby certify:  
X Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;

X Relief other than monetary damages is sought.

/s/Sidney L. Gold, Esquire

21374

Attorney-at-Law

Attorney I.D.#

DATE: November 19, 2015

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

/s/Sidney L. Gold, Esquire

21374

Attorney-at-Law

Attorney I.D.#

DATE: November 19, 2015

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

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Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?

(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a))

Yes  No

Does this case involve multidistrict litigation possibilities?

Yes  No

*RELATED CASE, IF ANY:*

Case Number: \_\_\_\_\_ Judge \_\_\_\_\_ Date Terminated: \_\_\_\_\_

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Yes  No

2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?

Yes  No

3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?

Yes  No

4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?

Yes  No

**CIVIL: (Place  in ONE CATEGORY ONLY)**

A. *Federal Question Cases:*

1.  Indemnity Contract, Marine Contract, and All Other Contracts
2.  FELA
3.  Jones Act-Personal Injury
4.  Antitrust
5.  Patent
6.  Labor-Management Relations
7.  Civil Rights
8.  Habeas Corpus
9.  Securities Act(s) Cases
10.  Social Security Review Cases

11.  All other Federal Question Cases

(Please specify) FLSA, PMWA, PWPC

B. *Diversity Jurisdiction Cases:*

1.  Insurance Contract and Other Contracts
2.  Airplane Personal Injury
3.  Assault, Defamation
4.  Marine Personal Injury
5.  Motor Vehicle Personal Injury
6.  Other Personal Injury (Please specify) \_\_\_\_\_
7.  Products Liability
8.  Products Liability — Asbestos
9.  All other Diversity Cases

(Please specify) \_\_\_\_\_

\_\_\_\_\_  
*ARBITRATION CERTIFICATION*

(Check Appropriate Category)

**Sidney L. Gold, Esquire**

I, \_\_\_\_\_, counsel of record do hereby certify:

X Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;

X Relief other than monetary damages is sought.

/s/Sidney L. Gold, Esquire

21374

Attorney-at-Law

Attorney I.D.#

DATE: November 19, 2015

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

/s/ Sidney L. Gold, Esquire

21374

Attorney-at-Law

Attorney I.D.#

DATE: November 19, 2015

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**CASE MANAGEMENT TRACK DESIGNATION FORM**

Alex Vetrulli, Plaintiff	:	CIVIL ACTION
	:	
v.	:	
	:	
JLE ENTERPRISES, LLC d/b/a MAIN	:	
STREET PIZZERIA & GRILLE, Defendant	:	NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

**SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:**

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ( )
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ( )
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ( )
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ( )
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ( )
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

November 19, 2015

/s/Sidney L. Gold, Esquire

---

Date

Attorney-at-law

Attorney for Plaintiff

215.569.1999

215.569.3870

sgold@discrimlaw.net

---

Telephone

FAX Number

E-Mail Address

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

---

ALEX VETRULLI,	:	CIVIL ACTION NO:
	<i>Plaintiff,</i>	
v.	:	
JLE ENTERPRISES, LLC d/b/a MAIN	:	
STREET PIZZERIA & GRILLE,	:	
	:	
	<i>Defendant.</i>	<b>JURY TRIAL DEMANDED</b>
	:	

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**COMPLAINT AND JURY DEMAND**

*(Violations of the Fair Labor Standards Act, 29 U.S.C. § 201, et. seq., the Pennsylvania Minimum Wage Act, 43 P.S. § 333.101, et. seq., and the Pennsylvania Wage Payment and Collection Law, 43 P.S. § 260.1, et. seq.)*

**I. PRELIMINARY STATEMENT:**

1. This is an action for an award of damages, declaratory and injunctive relief, attorneys' fees, and other relief on behalf of Plaintiff, Alex Vetrulli ("Plaintiff Vetrulli"), a former employee of the Defendant, JLE Enterprises, LLC d/b/a Main Street Pizzeria & Grille, ("Defendant"), who has been harmed by the Defendant's unlawful employment practices.

2. This action arises under the Fair Labor Standards Act of 1938 ("FLSA"), 29 U.S.C. § 201, et. seq., the Pennsylvania Minimum Wage Act ("PMWA"), 43 P.S. § 333.101, et. seq., and the Pennsylvania Wage Payment and Collection Law ("PWPCL"), 43 P.S. § 260.1, et. seq.

**II. JURISDICTION AND VENUE:**

3. The original jurisdiction of this Court is invoked, and venue is proper in this judicial district, pursuant to Title 28 U.S.C. §§1331 and 1331, as Plaintiff Vetrulli's claims are

substantively based on the FLSA, and a substantial part of the events giving rise to Plaintiff Vetrulli's claims occurred in this district.

4. The supplemental jurisdiction of this Court is invoked pursuant to 28 U.S.C. §1337 to consider Plaintiff Vetrulli's claims arising under the PMWA and the PWPLC.

5. All conditions precedent to the institution of this suit have been fulfilled and Plaintiff Vetrulli has satisfied all jurisdictional prerequisites to the maintenance of this action.

**III. PARTIES:**

6. Plaintiff, Alex Vetrulli ("Plaintiff Vetrulli"), is a twenty-two (22) year old citizen of the Commonwealth of Pennsylvania, residing therein at 3006 Saint Vincent Street, Norristown, Pennsylvania 19403.

7. Defendant, JLE Enterprises, LLC d/b/a Main Street Pizzeria & Grille ("Defendant"), was and is now a limited liability company duly organized and existing under the laws of the Commonwealth of Pennsylvania, maintaining a place of business located at 500 W. Germantown Pike, Suite 1055, Plymouth Meeting, Pennsylvania 19462.

8. At all times relevant hereto, the Defendant was acting through its agents, servants and employees, who were acting within the scope of their authority, course of employment, and under the direct control of the Defendant.

9. At all times material herein, the Defendant has been a "person" and "employer" as defined under the FLSA, the PMWA, and the PWPLC, and accordingly is subject to the provisions of each said Act.

**IV. STATEMENT OF CLAIMS:**

10. Plaintiff Vetrulli was employed by the Defendant from in or about October of 2014 until on or about July 19, 2015.

11. During the course of his employment with the Defendant, Plaintiff Vetrulli held the position of Assistant Manager. As Assistant Manager, Plaintiff Vetrulli's job duties included, but were not limited to, preparing food, stocking shelves, taking orders, greeting customers, and operating the cash register. Importantly, Plaintiff Vetrulli performed no supervisory duties as Assistant Manager. By way of elaboration, Plaintiff Vetrulli did not regularly supervise two or more other employees, management was not the primary duty of Plaintiff Vetrulli's position, and Plaintiff Vetrulli did not provide genuine input into the job status of other employees (such as hiring, firing, promotions, or assignments). Accordingly, at all times relevant hereto, Plaintiff Vetrulli qualified as a "non-exempt employee" within the meaning of the Fair Labor Standards Act ("FLSA") and the Pennsylvania Minimum Wage Act ("PMWA").

12. At all times relevant to Plaintiff Vetrulli's employment with the Defendant, the Defendant paid Plaintiff Vetrulli ten dollars (\$10.00) per hour in exchange for Plaintiff Vetrulli performing his designated job duties.

13. During the course of his employment with the Defendant, Plaintiff Vetrulli worked substantially more than forty (40) hours per week. Pursuant to the FLSA, the PMWA, and the Pennsylvania Wage Payment and Collection Law ("PWPCL"), the Defendant was legally required to pay Plaintiff Vetrulli fifteen dollars (\$15.00) per hour in overtime wages for every hour worked by Plaintiff Vetrulli in excess of forty (40) hours per week. However, John Everats ("Everats"), Owner of Main Street Pizzeria & Grille, has refused and continues to refuse to pay Plaintiff Vetrulli said overtime wages in accordance with the FLSA, the PMWA, and the PWPCL.

14. From in or about October of 2014 until on or about July 19, 2015, Plaintiff Vetrulli worked approximately sixty-four (64) hours per week and approximately 984 total overtime hours. At all times relevant thereto, the Defendant paid Plaintiff Vetrulli ten dollars (\$10.00) per hour via paycheck for the first forty (40) hours that Plaintiff Vetrulli worked each week. However, Defendant failed to pay Plaintiff Vetrulli for every hour that Plaintiff Vetrulli worked in excess of forty (40) hours per week. Therefore, pursuant to the FLSA, the PMWA, and the PWPCCL, Plaintiff Vetrulli is entitled to approximately \$14,760 in overtime wages for said period of time, which he hereby claims of the Defendant.

15. The Defendant has refused and continues to refuse to pay Plaintiff Vetrulli the aforesaid overtime wages. Accordingly, pursuant to the FLSA, the PMWA, and the PWPCCL, Plaintiff Vetrulli is entitled to a total of approximately \$14,760 in overtime wages for the time period of in or about October of 2014 until on or about July 19, 2015, which he hereby claims of the Defendant.

16. Additionally, by refusing to pay Plaintiff Vetrulli for his overtime hours, the Defendant required Plaintiff Vetrulli to work for an effective hourly rate of \$6.25 per hour, an amount significantly below the required minimum wage pursuant to the FLSA, the PMWA, and the PWPCCL.

17. Plaintiff Vetrulli believes and therefore avers that the conduct of the Defendant, in refusing to pay Plaintiff Vetrulli overtime pursuant to the FLSA, the PMWA, and the PWPCCL, was willful, malicious, wanton, and in bad faith and in reckless disregard of Plaintiff Vetrulli's rights and interests.

**COUNT I**  
**(Violation of the FLSA)**  
**Plaintiff Vetrulli v. Defendant**

18. Plaintiff Vetrulli hereby incorporates by reference paragraphs 1 through 17 of this Complaint as though fully set forth therein.

19. Despite Plaintiff Vetrulli's demand that the Defendant pay to Plaintiff Vetrulli the aforementioned overtime wages due and owed to Plaintiff Vetrulli, the Defendant has refused and continues to refuse to make said payments to Plaintiff Vetrulli.

20. The actions of the Defendant, in refusing to pay Plaintiff Vetrulli said overtime wages, constitute a violation of the FLSA.

21. The actions of the Defendant, in refusing to pay Plaintiff Vetrulli said overtime wages, were willful, malicious, wanton, and in bad faith and in reckless disregard of Plaintiff Vetrulli's rights and interests pursuant to the FLSA.

22. In accordance with the FLSA, in addition to overtime wages owed, Plaintiff Vetrulli is entitled to liquidated damages in an amount equal to the amount of said overtime wages owed, which he hereby claims of the Defendant.

23. In further accordance with the FLSA, Plaintiff Vetrulli is entitled to reasonable attorney's fees in addition to costs associated with this action, which he hereby claims of the Defendant.

**COUNT II**  
**(Violation of the PMWA)**  
**Plaintiff Vetrulli v. Defendant**

24. Plaintiff Vetrulli hereby incorporates by reference paragraphs 1 through 23 of this Complaint as though fully set forth therein.

25. Despite Plaintiff Vetrulli's demand that the Defendant pay to Plaintiff Vetrulli the aforementioned overtime wages due and owed to Plaintiff Vetrulli, the Defendant has refused and continues to refuse to make said payments to Plaintiff Vetrulli.

26. The actions of the Defendant, in refusing to pay Plaintiff Vetrulli said overtime wages, constitute a violation of the PMWA.

27. The actions of the Defendant, in refusing to pay Plaintiff Vetrulli said overtime wages, were willful, malicious, wanton, and in bad faith and in reckless disregard of Plaintiff Vetrulli's rights and interests pursuant to the PMWA.

28. In accordance with the PMWA, in addition to overtime wages owed, Plaintiff Vetrulli is entitled to reasonable attorney's fees and costs associated with this action, which he hereby claims of the Defendant.

**COUNT III**  
**(Violation of the PWPCl)**  
**Plaintiff Vetrulli v. Defendant**

29. Plaintiff Vetrulli hereby incorporates by reference paragraphs 1 through 28 of this Complaint as though fully set forth therein.

30. Despite Plaintiff Vetrulli's demand that the Defendant pay to Plaintiff Vetrulli the aforementioned overtime wages due and owed to Plaintiff Vetrulli, the Defendant has refused and continues to refuse to make said payments to Plaintiff Vetrulli.

31. The aforementioned overtime wages due to Plaintiff Vetrulli by the Defendant constitute "wages" under the PWPCl, and the actions of the Defendant, in refusing to pay said wages, constitute a violation of the PWPCl.

32. In accordance with the PWPCl, in addition to pay owed, Plaintiff Vetrulli is entitled to liquidated damages in an amount equal to twenty-five (25) percent of the pay owed,

which he hereby claims of the Defendant.

33. In further accordance with the PWCPL, Plaintiff Vetrulli is entitled to reasonable attorney's fees in addition to costs associated with this action, which he hereby claims of the Defendant.

**PRAYER FOR RELIEF**

34. Plaintiff Vetrulli hereby incorporates by reference paragraphs 1 through 33 of this Complaint as though fully set forth therein.

**WHEREFORE**, Plaintiff Vetrulli respectfully requests that this Honorable Court enter judgment in his favor and against the Defendant and Order the following relief:

- a. A declaratory judgment that the Defendant has violated Plaintiff Vetrulli's rights pursuant to the aforesaid causes of action;
- b. Defendant compensate Plaintiff Vetrulli in the amount of approximately \$14,760 for overtime wages due and owed to Plaintiff Vetrulli pursuant to the FLSA, the PMWA, and the PWPCPL, as aforesaid.
- c. Defendant pay to Plaintiff Vetrulli liquidated damages as allowable pursuant to the FLSA and the PWPCPL, as aforesaid.
- d. Defendant pay to Plaintiff Vetrulli pre-judgment interest and post-judgment interest, costs of suit, attorney's fees, and expert witness fees as allowable by law;
- e. Defendant pay to Plaintiff Vetrulli such further and additional relief as may be just and proper, or that the interests of justice may require.

**JURY DEMAND**

Plaintiff Vetrulli demands a trial by jury.

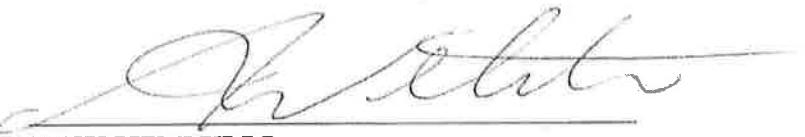
SIDNEY L. GOLD & ASSOCIATES, P.C.

By: /s/Sidney L. Gold, Esquire  
SIDNEY L. GOLD, ESQUIRE  
I.D. NO.: 21374  
TRACI M. GREENBERG, ESQUIRE  
I.D. No.: 86396  
1835 Market Street, Suite 515  
Philadelphia, PA 19103  
(215) 569-1999  
**Attorney for Plaintiff Vetrulli**

Dated: November 19, 2015

**VERIFICATION**

I hereby verify that the statements contained in the attached Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of Title 18 Pa. C.S.A. §4904, relating to unsworn falsification to authorities.



ALEX VETRULLI

DATED: 9/15/15